



<b>AWARD/CONTRACT</b>		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 43	
2 CONTRACT (Proc. Inst. Ident.) NO EP-S3-14-01				3 EFFECTIVE DATE See Block 20C		4 REQUISITION/PURCHASE REQUEST/PROJECT NO	
5 ISSUED BY Region III US Environmental Protection Agency Contracts Branch (3PM10) 1650 Arch Street Philadelphia PA 19103-2029		CODE R3		6 ADMINISTERED BY (If other than Item 5)		CODE	
7 NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  Cherokee Nation Assurance, L.L.C. Attn: James Brown 777 W CHEROKEE ST 9183646935 CATOOSA OK 740153235				8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9 DISCOUNT FOR PROMPT PAYMENT			
10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM 12					
CODE 966247327		FACILITY CODE					
11 SHIP TO/MARK FOR		CODE		12 PAYMENT WILL BE MADE BY		CODE RTP	
				RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711			
13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) 5				14 ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A ITEM NO	15B SUPPLIES/SERVICES			15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
Continued							
15G TOTAL AMOUNT OF CONTRACT						\$0.00	
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A NAME AND TITLE OF SIGNER (Type or print) Steven Bilby, Executive General Manager				20A NAME OF CONTRACTING OFFICER Ryan T. Parker			
19B NAME OF CONTRACTOR			19C DATE SIGNED 9-30-14	20B UNITED STATES OF AMERICA		20C DATE SIGNED 9/30/14	
BY  (Signature of person authorized to sign)			BY  (Signature of the Contracting Officer)				
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is NOT usable				STANDARD FORM 26 (Rev. 5/5011) Prescribed by GSA - FAR (48 CFR) 53.214(a)			

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-S3-14-01

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NAME OF OFFEROR OR CONTRACTOR

Cherokee Nation Assurance, L.L.C.

[illegible]

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1

B.2 FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS

LABOR

1. The fixed rates for labor, specified in Clause B.2 are fully loaded, and inclusive of all expenses, including salaries, overhead, general and administrative expenses and profit. These rates also include sufficient costs for performing contract management functions and any applicable insurance. These Fixed Rates shall apply for Prime and Team Subcontractor(s) for the duration of the contract.
2. Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed.
3. The government does not anticipate the need for any overtime labor under the proposed contract. However, should overtime work be considered necessary after contract award, any proposed overtime work must be authorized in writing in advance by the Contracting Officer prior to being incurred. Reimbursement of allowable overtime is contingent upon the contractor having actually paid such overtime to employees.
4. Notwithstanding the provisions of PAYMENTS - FIXED RATES SERVICES CONTRACTS (EPAAR 1552.232-73) (OCT 2000), all overtime work must be approved, in writing, in advance by the Contracting Officer.

B.3 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT  
(EPAAR 1552.216-73) (APR 1984) DEVIATION

The following fixed rates, inclusive of all indirect costs and profit, shall apply for payment purposes for the Prime and Team Subcontractor(s) for the duration of the contract.

The contractor shall include sufficient costs for all expenses, including performing the administrative contract management functions identified in the statement of work, any applicable insurance, report preparation, salaries, overhead (with the exception of material handling and or G&A rate in Note (A) explained below) and profit in the fixed labor rates.

NOTES:

(A) Material Handling or G&A rate is the proposed percentage rates multiplied by the provided Other Direct Costs (ODC) and Travel, respectively.

(B) Total= Labor Subtotal+ ODCs with G&A / Overhead.

(C) Grand Total= Total of all years. This is the Evaluated Price.

B.4 MINIMUM AND MAXIMUM AMOUNTS ( EPA-B-16-101)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$250,000. The amount of all orders shall not exceed \$3,800,000.00.

## Year 1 (9/30/14 - 9/29/15)

CLIN	Description	Estimated Direct Labor Hours	Fixed Hourly Rate Ceiling	Total
1001	Project Manager I	387	\$	\$
1002	Project Manager II	388	\$	\$
1003	Database Administrator	125	\$	\$
1004	Document Review Specialist I	563	\$	\$
1005	Document Review Specialist II	562	\$	\$
1006	Environmental Information Specialist I	563	\$	\$
1007	Environmental Information Specialist II	562	\$ Ex. b(4)	\$ Ex. b(4)
1008	Senior Investigator	550	\$ b(4)	\$
1009	Junior Investigator	125	\$	\$
1010	Public Relations / Community Involvement Specialist I	1350	\$	\$
1011	Public Relations / Community Involvement Specialist II	1350	\$	\$
1012	Technical Writer I	63	\$	\$
1013	Technical Writer II	62	\$	\$
1014	Enforcement Support Specialist I	900	\$	\$
1015	Enforcement Support Specialist II	900	\$	\$
1016	Enforcement Support Specialist III	900	\$	\$

Labor Estimated Subtotal: \$

### Other Direct Costs / Travel

	Estimated
G & A Rate for Other Direct Costs	\$
G & A Rate for Travel	\$

ODC Estimated Subtotal: \$

Year 1 Estimated Total: \$

669,211.65

## Year 2 (9/30/15 - 9/29/16)

CLIN	Description	Estimated Direct Labor Hours	Fixed Hourly Rate Ceiling	Total
2001	Project Manager I	387	\$ ↑	\$ ↑
2002	Project Manager II	388	\$ ↑	\$ ↑
2003	Database Administrator	125	\$ ↑	\$ ↑
2004	Document Review Specialist I	563	\$ ↑	\$ ↑
2005	Document Review Specialist II	562	\$ ↑	\$ ↑
2006	Environmental Information Specialist I	563	\$ ↑	\$ ↑
2007	Environmental Information Specialist II	562	\$ Ex.	\$ Ex b(4)
2008	Senior Investigator	550	\$ b(4)	\$
2009	Junior Investigator	125	\$	\$
2010	Public Relations / Community Involvement Specialist I	1350	\$	\$
2011	Public Relations / Community Involvement Specialist II	1350	\$	\$
2012	Technical Writer I	63	\$	\$
2013	Technical Writer II	62	\$	\$
2014	Enforcement Support Specialist I	900	\$	\$
2015	Enforcement Support Specialist II	900	\$	\$
2016	Enforcement Support Specialist III	900	\$ ↓	\$ ↓

Labor Estimated Subtotal: \$





### Other Direct Costs / Travel

	Estimated	
G & A Rate for Other Direct Costs	\$ Ex b(4)	\$
G & A Rate for Travel	\$	\$

ODC Estimated Subtotal: \$




Year 2 Estimated Total: \$ 681,324.91

## Year 4 (9/30/17 - 9/29/18)

CLIN	Description	Estimated Direct Labor Hours	Fixed Hourly Rate Ceiling	Total
4001	Project Manager I	387	\$ 	\$ 
4002	Project Manager II	388	\$	\$
4003	Database Administrator	125	\$	\$
4004	Document Review Specialist I	563	\$	\$
4005	Document Review Specialist II	562	\$	\$
4006	Environmental Information Specialist I	563	\$	\$
4007	Environmental Information Specialist II	562	\$ Ex b(4)	\$ Ex b(4)
4008	Senior Investigator	550	\$	\$
4009	Junior Investigator	125	\$	\$
4010	Public Relations / Community Involvement Specialist I	1350	\$	\$
4011	Public Relations / Community Involvement Specialist II	1350	\$	\$
4012	Technical Writer I	63	\$	\$
4013	Technical Writer II	62	\$	\$
4014	Enforcement Support Specialist I	900	\$	\$
4015	Enforcement Support Specialist II	900	\$	\$
4016	Enforcement Support Specialist III	900	\$ 	\$ 

Labor Estimated Subtotal: \$ 

### Other Direct Costs / Travel

	Estimated
G & A Rate for Other Direct Costs	\$  Ex b(4) \$ 
G & A Rate for Travel	\$ 

ODC Estimated Subtotal: \$

Year 4 Estimated Total: \$ 706,404.17

### Year 3 (9/30/16 - 9/29/17)

CLIN	Description	Estimated Direct Labor Hours	Fixed Hourly Rate Ceiling	Total
3001	Project Manager I	387	\$	\$
3002	Project Manager II	388	\$	\$
3003	Database Administrator	125	\$	\$
3004	Document Review Specialist I	563	\$	\$
3005	Document Review Specialist II	562	\$	\$
3006	Environmental Information Specialist I	563	\$	\$
3007	Environmental Information Specialist II	562	\$	\$
3008	Senior Investigator	550	\$ Ex b(4)	\$ Ex b(4)
3009	Junior Investigator	125	\$	\$
3010	Public Relations / Community Involvement Specialist I	1350	\$	\$
3011	Public Relations / Community Involvement Specialist II	1350	\$	\$
3012	Technical Writer I	63	\$	\$
3013	Technical Writer II	62	\$	\$
3014	Enforcement Support Specialist I	900	\$	\$
3015	Enforcement Support Specialist II	900	\$	\$
3016	Enforcement Support Specialist III	900	\$	\$

Labor Estimated Subtotal: \$

#### Other Direct Costs / Travel

	Estimated	
G & A Rate for Other Direct Costs	\$ Ex b(4)	\$
G & A Rate for Travel	\$	\$

ODC Estimated Subtotal: \$

Year 3 Estimated Total: \$ 693,721.93

## Year 5 (9/30/18 - 9/29/19)

CLIN	Description	Estimated Direct Labor Hours	Fixed Hourly Rate Ceiling	Total
5001	Project Manager I	387	\$ ↑	\$ ↑
5002	Project Manager II	388	\$	\$
5003	Database Administrator	125	\$	\$
5004	Document Review Specialist I	563	\$	\$
5005	Document Review Specialist II	562	\$	\$
5006	Environmental Information Specialist I	563	\$	\$
5007	Environmental Information Specialist II	562	\$ Ex b(4)	\$ Ex b(4)
5008	Senior Investigator	550	\$	\$
5009	Junior Investigator	125	\$	\$
5010	Public Relations / Community Involvement Specialist I	1350	\$	\$
5011	Public Relations / Community Involvement Specialist II	1350	\$	\$
5012	Technical Writer I	63	\$	\$
5013	Technical Writer II	62	\$	\$
5014	Enforcement Support Specialist I	900	\$	\$
5015	Enforcement Support Specialist II	900	\$	\$
5016	Enforcement Support Specialist III	900	\$ ↓	\$ ↓

Labor Estimated Subtotal: \$

### Other Direct Costs / Travel

	Estimated	
G & A Rate for Other Direct Costs	\$ Ex b(4)	\$
G & A Rate for Travel	\$	\$

ODC Estimated Subtotal: \$

Year 5 Estimated Total: \$ 719,338.77

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS EPA-H-07-103

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

### C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included as Attachment C-1.

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

### C.3 PERSONNEL QUALIFICATIONS

The contractor shall provide personnel with the minimum qualifications and experience as listed in Attachment C-2 to perform the requirements of the SOW.

### C.4 INCORPORATION OF CONTRACTOR'S ORGANIZATIONAL CONFLICT OF INTEREST PLAN (3C -2)

The Contractor's Organizational Conflict of Interest Plan will be incorporated into and made a part of the subsequent contract.

### C.5 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JAN 2012)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be

operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at:  
<http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf.>)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at  
<http://epa.gov/docs/irmpoli8/>.

SECTION D - PACKAGING AND MARKING .

D.1 SHIPMENT AND MARKING EPA-D-47-101

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

(b) Ship deliverable items, except for reports, to:

Task Order COR appointed to the Task Order.

(c) Mark deliverables, except for reports, for:

Task Order COR appointed to the Task Order.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Contracting Officer's Representative (COR) is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

The inspection and acceptance location will be designated in each Work Assignment/Task Order.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with the requirements of each delivery order. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The required reports are:

Deliverables under the contract.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

In addition, a technical report abstract for each draft final and final technical report shall be submitted in accordance with Attachment 1 and the requirement of each task order.

### F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish four (4) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and

costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs)

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

3 Copies to the ESS PO/COR

USEPA Region 3  
ATTN: Joseph Tralie  
1650 Arch St.  
Philadelphia, PA 19103

1 Copy EPA RTP (Financial Management)

U.S. MAIL:  
U.S. Environmental Protection Agency  
RTP Finance Center (AA216-01)  
Durham, NC 27711

Or

COURIER:  
U.S. Environmental Protection Agency  
RTP Finance Center (AA216-01)  
4930 Old Page Road  
Durham, NC 27703

F.3 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPA-F-12-101)

The effective period of this contract is from 9/30/14 through 9/29/19.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 NOTICE Listing Contract Clauses Incorporated by Reference

#### NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.242-72	OCT 2000	FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER

FACO will be determined after award.

### G.2 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

USEPA Contracting Officers with the appropriate warrant authority.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

### G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly, rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of

performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer Notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment.

under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

#### G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	Ex.b(4)
Period	Contract Period
Rate	
Base	Ex.b(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	Ex b(4)
Period	Contract Period
Rate	
Base	Ex b(4)

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance.

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer: Joseph Tralie (215) 814 - 3337 or tralie.joseph@epa.gov

Administrative Contracting Officer: Denise Page (215) 814 - 5195 or page.denise-t@epa.gov

G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of the decision.

Consent is given to issue the following subcontracts: (Consent will be provided upon review and approval of Subcontract Agreements)

G.8 TEAM SUBCONTRACTOR AGREEMENTS

The proposed contractor shall provide within five (5) calendar days of issuance of a notice of award, two copies of each proposed Team Subcontract agreement (when applicable).

G.9 Government-furnished data.1552.245-71 (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated:

G.10 SITE SPECIFIC INVOICING

The contractor shall adhere to the monthly requirements for site - specific invoicing contained in Section F and Attachment 5.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 NOTICE Listing Contract Clauses Incorporated by Reference

#### NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION NUMBER	REGULATION (48 CFR CHAPTER 1) Date	Title
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1552.203-71	AUG 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
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1552.208-70	DEC 2005	PRINTING
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1552.227-76	MAY 1994	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT
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1552.228-70	OCT 2000	INSURANCE LIABILITY TO THIRD PERSONS
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1552.235-70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
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1552.235-71	APR 1984	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
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1552.235-73	APR 1996	ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
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1552.235-75	ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996).
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1552.235-76	APR 1996	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA)
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1552.235-77	DEC 1997	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
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1552.235-78	DEC 1997	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
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1552.235-79	MAR 2001	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION DEVIATION
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1552.235-80	OCT 2000	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION
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1552.237-71	AUG 2009	TECHNICAL DIRECTION
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1552.237-75	APR 1984	PAPERWORK REDUCTION ACT
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### H.2 UPDATE OF CONFLICT OF INTEREST PLAN

The contractor shall submit an annual report of any changes to the conflict of interest plan submitted and incorporated in the contract. This update shall cover any changes to the conflict of interest plan in the one-year period after the date of contract award, and all subsequent reports of any changes shall cover successive annual periods thereafter, until expiration or termination of the contract. The report notifying the EPA Contracting Officer of any changes to the conflict of interest plan must be received by the Contracting Officer no later than 45 days after the close of the annual period.

If there have been no changes to the conflict of interest plan during the annual period, no report notifying the Contracting Officer is required.

### H.3 PROHIBITION OF CONTRACTOR VIEWING OF CONFIDENTIAL BUSINESS INFORMATION WITHOUT AUTHORIZATION

1. EPA may authorize the Contractor and any subcontractor to view confidential business information (CBI) that EPA obtained pursuant to the Toxic Substances Control

Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Clean Air Act, the Federal Waste Pollution Control Act, the Safe Drinking Water Act, the Federal Food Drug, and Cosmetic Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation, and Liability Act. This contract contains provisions (e.g., "Treatment of Confidential Business Information") which are necessary to permit the Contractor or subcontractor to view CBI obtained pursuant to these statutes.

2. The Contractor and any subcontractors are prohibited from viewing any CBI that EPA has not authorized the Contractor or subcontractor to view pursuant to 40 CFR Part 2, Subpart B, entitled "Confidentiality of Business Information."

3. All employees of the Contractor and all subcontractor/consultant employees shall be required to annually certify to the following:

The undersigned hereby certifies that he/she has not viewed any confidential business information contained in the Contract Payment System, Superfund Cost Recover Image Processing System, or any other EPA database containing confidential business information, including confidential business information that EPA obtained from an EPA contractor, except where EPA has specifically authorized such access.

(Certification shall note the employee's position in regard to the subject contract and shall be signed and dated.)

4. The Contractor agrees that the requirements contained herein concerning Confidential Business Information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

5. The Contractor agrees to include the provisions of the clause, including this paragraph (e), in all subcontracts awarded pursuant to this contract.

#### H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award-and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) -The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552. 209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreement for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.6 LIMITATION OF FUTURE CONTRACTING (ESS) ALTERNATE IV  
(EPAAR 1552.209-74) (SEP 2013)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) During the performance period of this contract, the Contractor will be ineligible to enter into any contract for remedial planning and/or implementation projects for sites within the assigned geographical area(s) covered by this contract without the prior written approval of the EPA Contracting Officer.

(c) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(d) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the work assignment and for a period of seven (7) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) Any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### H.7 INSURANCE LIABILITY TO THIRD PERSONS 1552.228-70 (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage)

insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### H.8 MINIMUM INSURANCE REQUIREMENTS EPA-H-28-102

As described in FAR 52.228-7, Insurance--Liability to Third Persons, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability- \$1,000,000  
Comprehensive general liability- \$1,000,000  
Comprehensive automobile liability- \$1,000,000

#### H.9 SUBMISSION OF 3RD PARTY INSURANCE CERTIFICATES EPA-H-28-103

Within 15 days of contract award offerors shall submit copies of their insurance certificates for the coverages identified in FAR clause 52.228-7, INSURANCE - LIABILITY TO THIRD PERSONS. Certificates will be evaluated on an acceptable or not acceptable basis by the Contracting Officer.

#### H.10 RESERVED.

#### H.11 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are nonpersonal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or other EPA contracts, or become a part over personnel of other Contractors under of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a nonpersonal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 3 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 3 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by

which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.12 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES EPA-H-07-102

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.13 RETENTION AND AVAILABILITY OF CONTRACTOR FILES EPA-H4-101

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR, Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including utilization record, site record, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance record may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after

performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

#### H.14 PUBLICITY

The contractor hereby agrees to notify and obtain approval of the EPA Project Officer prior to releasing any information to the news media regarding any effort being performed under this contract or any EPA or Potentially Responsible Party remedial or removal activities being considered or actually conducted at any Region III Site.

#### H.15 PUBLIC COMMUNICATION

The contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead it, the Contractor shall explain and identify to outside parties, at the onset of communications, that they are Agency contractors.

#### H.16 DATA

A. The contractor hereby agrees to deliver to the Contracting Officer, within sixty (60) calendar days after the completion of the contract period of performance the following documents:

1. All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designed "Confidential Business Information," pursuant to the contract clause entitled "Treatment of Confidential Information."
2. All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality."
3. All originals (if original are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General," which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "disputes" as set forth in the Contract Clauses of this contract.
4. Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements."

B. With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled "Additional Data Requirements," the Contractor shall pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

C. The Contractor shall not be required to turn over or provide to the Government any of the following:

1. Contractor and personnel performance ratings and evaluations
2. Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

D. Upon receipt of all data provided to the Government by the Contractor under Paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

#### H.17 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential and shall not be disclosed to anyone other than Environmental Protection Agency employee or to the Department of Justice without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this subject. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

#### H.18 SPECIAL PROVISIONS REGARDING TERMINATION OF TASK ORDERS / WORK ASSIGNMENTS

In addition to the provisions of FAR 52.249-6 Termination (Cost Reimbursement):

The Government may terminate individual task orders / work assignments in whole or in part for its convenience if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor had knowledge of facts or circumstances, relating to an organizational conflict of interest, and did not disclose or misrepresented such information, the Government may terminate the contract or work assignment for default, may debar the Contractor from Government contracting, and may pursue such other remedies as may be permitted by law or this contract.

#### H.19 CLAUSES APPLICABLE TO OTHER DIRECT COSTS ONLY

The following clauses are incorporated by reference and are applicable to the OTHER DIRECT COSTS which is a reimbursable line item. These clauses are not applicable to the direct labor CLINS X001 through X016.

SECTION H INSPECTION OF SERVICES, FAR 52.246-5 (APR 1984)

SECTION I COMPETITION IN SUBCONTRACTING, FAR 52.244-5 (DEC 1996)

SECTION I LIMITATION OF COST, FAR 52.232-20 (APR 1984)

#### H.20 LIMITATION OF COST FOR TASK ORDERS

(a) The contractor shall notify the Ordering Officer whenever it has reason to believe that the costs (including fixed rate items and items reimbursed at cost) that the contractor expects to incur under a task order in the next 30 calendar days, when added to all costs previously incurred under the task order, will exceed 85 percent of the ceiling amount specified in the task order (for the purposes of this clause, the term "ceiling amount" shall include the ceiling amount of the task order inclusive of all modifications to the task order ceiling amount.)

(b) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -

(1) the Government is not obligated to reimburse the contractor for costs incurred in excess of the ceiling amount specified in the task order; and

(2) the contractor is not obligated to continue performance under a task order (including actions under the Terminations clause of this contract) or otherwise incur costs in excess of the task order ceiling amount, until the Contracting Officer notifies the contractor in writing that the task order ceiling amount has been increased.

(c) No notice, communication, or representation in any form other than that specified in subparagraph (b)(2) above, or from any person other than the Contracting Officer, shall affect a task order ceiling amount. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in

excess of the task order ceiling amount, whether those excess costs were incurred during the course of the task order or as a result of termination.

#### H.21 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

At the time the Contractor acknowledges receipt of the Task Order, the Contractor shall provide the Contracting Officer with a conflict of interest (COI) certification. Where Task Orders are issued for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first Task Order for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

The Contractor, before submitting the COI Certification, shall search its records accumulated over the past three years. In the certification, the Contractor must certify, at a minimum, to the best of the Contractor's knowledge and belief that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this Task Order or relating to this Task Order, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this Task Order or other work relating to this site.

#### H.22 STATUS MEETINGS

The Contractor agrees to attend status meetings (not to exceed four per year) with the Region's Project/Contracts personnel at the place (or via video or teleconference) designated by the Contracting Officer to discuss contract status and any issues related thereto.

#### H.23 TESTIMONY

From time to time, the Government may require expert and non-expert testimony for the preparation of affidavits and depositions, and to provide testimony during enforcement proceedings for a given site where the Contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. If this effort is required during contract performance, a task order will be issued under the contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

#### H.24 SCOPING MEETINGS

The Contractor agrees to attend scoping meetings (not to exceed three per year) with Regional Project/Contracts personnel at the place designated by the Contracting Officer. The purpose of meetings is to discuss anticipated site complexities and specific contracts management issues related to future work at a pre-designated site.

#### H.25 POST AWARD CONFERENCE

A post-award conference shall be held within thirty (30) calendar days after contract award. The post-award conference shall not be a substitute for the contractor's fully understanding the work required at the time offers are submitted, nor is it to be used to alter the final agreement arrived at in any negotiations leading to contract award.

Attendance will be required by representatives of the contractor and the Environmental Protection Agency.

#### H.26 CONTRACTOR PERFORMANCE DISCUSSIONS

The Government will schedule mandatory annual meetings at the Region III office or via video or telephonic conference to discuss contractor performance and contract management issues. The Government reserves the right to initiate intermittent performance/contract management meetings as situations warrant during performance of the contract. This will be coordinated by the Project Officer and shall require attendance / participation by the Contractor.

#### H.27 EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74) and 2013 Continuing Appropriations Resolution (Pub.L. 112-175), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 or 2013 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

#### H.28 EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

#### H.29 EPA-H-31-104 - APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not

perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

### H.30 EPA-H-09-109 Inspector Credential

Prescription: In compliance with EPA Order No. 3510, *"EPA Federal Credentials for Inspections and Enforcement of Federal Environmental Statutes and Other Compliance Responsibilities"*, contracting officers will insert the clause in solicitations and resulting contractual actions where the contractor is expected to be issued an Inspector Credential.

#### INSPECTOR CREDENTIAL

EPA issues Inspector Credentials to contractors authorized by EPA to conduct inspections, investigations and other compliance responsibilities that enforce federal environmental statutes on behalf of the EPA. The Contractor shall ensure that each Contractor Inspector Credential holder will:

- (a) Comply with all training requirements, including refresher training, policies and procedures listed in EPA Order No. 3510, *"EPA Federal Credentials for Inspections and Enforcement of Federal Environmental Statutes and Other Compliance Responsibilities"*; EPA Order 3500.1, *"Training Requirements for EPA Personnel Who are Authorized to Conduct Civil Compliance Inspection/Field Investigations and EPA Inspector Supervisors"*; EPA Order 1440.2, *"Safety and Health Training Requirements for Agency Employees"*, and any changes, revisions or amendments to these Orders, any subsequent Orders, or supplemental guidance.
- (b) Comply with all policies and procedures, for obtaining, holding, using and returning an EPA Contractor Inspector Credential, listed in EPA Order No. 3510 and any changes, revisions or amendments to this Order, any subsequent Order, or supplemental guidance.
- (c) *Subcontract flowdown*. The Contractor shall include the substance of this clause in subcontracts in which the subcontractors are or may be Contractor Inspector Credential holders.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1

NOTICE Listing Contract Clauses Incorporated by Reference

#### NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	MAY 2014	ANTI-KICKBACK PROCEDURES
52.203-8	MAY 2014	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT.
52.203-16	DEC 2011	PREVENTING PERSONAL CONFLICTS OF INTEREST
52.203-17	APR 2014	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT.
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	JUL 2013	REPORTING SUBCONTRACT AWARDS
52.204-15	JAN 2014	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS
52.209-6	AUG 2013	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.209-9	JUL 2013	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
52.209-10	MAY 2012	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.215-2	OCT 2010	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2010	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT
52.219-8	MAY 2014	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.219-28	JUL 2013	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)

52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	AUG 2013	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	NOV 2007	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	MAY 2014	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE I (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN. DATA--GENERAL ALTERNATE II (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE III (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE IV (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	MAY 2014	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	MAY 2014	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT
52.232-33	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT
52.232-39	JUN 2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
52.233-1	MAY 2014	DISPUTES
52.233-1	MAY 2014	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2014	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES---TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	OCT 2010	SUBCONTRACTS
52.244-6	MAY 2014	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 9/30/14 through 9/29/19.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995).

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of total contract value;

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

#### I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension, of

performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration.

I.6 SECTION 8(A) DIRECT AWARD (FAR 52.219-70XX) (JUN 1998)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the EPA. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

US Small Business Administration  
Oklahoma District Office  
301 NW 6<sup>th</sup> Street, Suite 116  
Oklahoma City, OK 73102

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

I.7 NOTIFICATION OF CHANGES (FAR 52.243-7) (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional

information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

#### I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov>

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Attachment 1 - Performance Work Statement June 2014 - 75 pages.

Attachment 2 - Personnel Qualifications - 5 pages.

Attachment 3 - EPA Order 3500.1 Program-Specific Training Requirements - 2 pages.

Attachment 4 - Minimum Standards for EPA Contractor Conflict of Interest Plan - 3 pages.

Attachment 5 - Invoice Instructions (SF 1034 and SF 1035) - 7 pages.

